

GENERAL TERMS AND CONDITIONS OF SALE – HEGO MOBILE BV

Hego Mobile BV Steenweg 140 3621 Rekem VAT BE0646.828.860

These conditions do not prejudice mandatory statutory consumer rights, as provided for in the Economic Law Code.

1. Product information & conclusion of sale

The sale is concluded as soon as the customer pays for the product or signs the order form/proof of purchase. Images and specifications are for informational purposes only and no rights of any kind may be derived from them.

2. Prices & payment

All prices include VAT, unless stated otherwise. Products remain the property of Hego Mobile BV until full payment of all amounts due.

3. Consequences of non-payment

In the event of non-payment on the due date:

- statutory default interest will be charged automatically and without notice of default; • a one-time lump-sum compensation of 10% of the outstanding amount is due, with a minimum of €40;
- all judicial and extrajudicial collection costs — such as bailiff costs, summons costs, court fees, and legal fees — are fully borne by the customer.

Hego Mobile BV may suspend further deliveries of products or services until full payment has been made.

4. Delivery & Transfer of Risk

Delivery times are indicative and never binding. The risk passes to the customer upon physical transfer of the product.

5. Statutory Warranty

Consumers enjoy a 2-year warranty on new products. B2B customers enjoy a 12-month warranty, unless otherwise agreed. Used or demo devices have a limited warranty, as stated on the invoice.

6. Warranty Exclusions

Damage caused by external influences (falls, moisture, accidents), improper use contrary to the manual, modifications or alterations to the product, use of non-original chargers or repairs by third parties, use contrary to the intended purpose, the absence of a valid proof of purchase, and an illegible or removed serial number are not covered.

7. Warranty on batteries (accumulators)

Hego Mobile BV is entitled to subject products or parts, including batteries, to a technical assessment, including a capacity test, verification of charging cycles and charging history, and the preparation of a diagnostic report. If this diagnosis reveals that defects are the result of improper use, damage, abuse, or circumstances outside normal use (such as overcharging, deep discharging, or extreme temperature stress), the commercial warranty may be refused. Normal wear and tear is excluded from the commercial warranty.

8. Transport Costs

8.1. Free standard delivery

Upon purchase of a new product with a sales price of €150 or more, Hego Mobile BV provides free standard home delivery within the Flemish Region and within a radius of 15 kilometers from the border of the Flemish Region, provided that these deliveries take place within Belgium.

a. Scope of standard delivery

Free standard delivery exclusively covers delivery to the door of the address specified by the customer. The goods are not carried inside and no additional handling is performed.

b. Additional services

Services that go beyond standard delivery — including carrying inside, installation, configuration, floor surcharges, or special access requirements — may be charged separately. The costs for these will be clearly communicated to the customer in advance.

c. Deliveries outside the standard region

For deliveries outside the region mentioned in paragraph 1, an additional transport cost may be charged. This cost is calculated based on distance, required time, and any additional logistical requirements, and is communicated to the customer in advance.

8.2. Transport costs for repairs

A. All transport costs are the responsibility of the customer, unless otherwise agreed in writing. B. Transport is charged at €0.98 per actual kilometer driven (round trip). C. For trips within a radius of 5 kilometers from the branch, a transport cost flat rate of €19.00 applies. D. If a device cannot be picked up or delivered due to circumstances attributable to the customer (such as, but not limited to: absence at the agreed time, an incorrect or incomplete address, refusal of delivery, or other nuisance caused by the customer), extra kilometers driven, waiting time, or redelivery costs may still be charged.

E. In connection with rising fuel prices, Hego Mobile reserves the right to charge a transport surcharge in addition to the standard transport costs. The amount of this surcharge will be announced in advance and applies per trip (one trip includes: pick-up and return). This surcharge may be temporarily adjusted depending on current fuel prices.

9. Complaints Procedure

Visible defects must be reported in writing within 7 days. Hidden defects must be reported as soon as they are discovered. Proof of purchase is required for every warranty claim.

10. Return & Right of Withdrawal

A. In-store purchases (physical sales)

For purchases made in the store, the 14-day right of withdrawal does not apply. The law on the right of withdrawal does not apply to physical purchases (Art. VI.47 WER). A return, exchange, or credit note may only be granted out of goodwill, at the discretion of Hego Mobile BV.

B. Distance purchases (online orders)

For purchases made remotely (such as online or by telephone), the consumer has a 14-day right of withdrawal, in accordance with Art. VI.47–VI.53 WER. This applies exclusively to products that are returned unused, in their original condition, and in intact packaging. Exceptions according to Art. VI.53 WER remains applicable (such as opened sealed goods, software, hygiene products, etc.).

C. Repairs and services

For repairs or services carried out immediately with the express consent of the customer, whether in the store or on location, no right of withdrawal applies, in accordance with Art. VI.53, 1° and 3° WER. A repair that has already been started or carried out cannot be cancelled.

11. Liability

Hego Mobile BV is not liable for indirect damage, consequential damage, loss of profit, or data loss. Liability is limited to the value of the product.

12. Disputes

Disputes fall under the jurisdiction of the courts of the district of the registered office of Hego Mobile BV.

13. Privacy & data protection (GDPR)

Hego Mobile BV processes personal data in accordance with the General Data Protection Regulation (EU 2016/679) and Belgian data protection law. Personal data is processed exclusively for the following purposes: customer management, execution of the agreement, deliveries, invoicing, after-sales service, warranty handling, and legal obligations (such as accounting).

The processing is based on the execution of the agreement, legal obligations, or the legitimate interest of Hego Mobile BV. Data is only shared with third parties when this is necessary for the execution of the agreement (such as delivery services, repair partners, accounting firm) or when required by law. They are never sold to third parties.

Personal data is retained for as long as necessary for the stated purposes, taking into account statutory retention periods. The customer always has the right to access, rectification, restriction of processing, portability, erasure, and objection to processing. Requests can be addressed to info@hegomobile.be. The customer also has the right to lodge a complaint with the Data Protection Authority (www.gegevensbeschermingsautoriteit.be).